

## ATTACHMENT # 2

### Mutual Aid Agreement

This Agreement is made and entered into this \_\_\_\_ day of March, 2004, by and between Gadsden County Emergency Medical Service, hereinafter ("GCEMS"), and Leon County, Florida, Emergency Medical Services Division, hereinafter ("LCEMS").

**WHEREAS**, LCEMS is a licensed provider of emergency medical services for Leon County; and

**WHEREAS**, GCEMS is a licensed provider of emergency medical services for Gadsden County; and

**WHEREAS**, Florida law encourages Mutual Aid Agreements be entered into by and among neighboring local jurisdictions; and

**WHEREAS**, GCEMS and LCEMS desire to cooperate with and assist each other in the accomplishment of the respective missions in providing emergency medical services to the citizens of Gadsden and Leon Counties; and

**WHEREAS**, the parties intend that this Mutual Aid Agreement represents the optimum means by which the citizens of both local governments can be served as it relates to emergency medical services.

**NOW THEREFORE**, this Mutual Aid Agreement expresses the parties understanding and commitments to the maintenance and enhancements of that relationship whereby each County will assist the other in the provision of emergency medical services, in the manner set forth below:

- I. LCEMS hereby recognizes that GCEMS is a solely independent provider of emergency medical services which will provide such services within the jurisdictional area of Gadsden County.
- II. LCEMS hereby recognizes that GCEMS may request its assistance due to:
  - A. Equipment malfunction;
  - B. Prolonged response time due to vehicle location;
  - C. Exceptional number of requests for emergency services which temporarily exceeds the capacity of GCEMS;
  - D. The occurrence of an exceptionally severe accident situation which exceeds the temporary capacity of GCEMS, but does not constitute a "disaster".

- III. LCEMS further recognizes the potential for a need to assist GCEMS in certain "disaster" situations, which shall include the following:
- A. "Disaster" situation is hereby defined as any circumstance in which the need for emergency medical services grossly exceeds the capacity of the existing EMS service provider and requires the coordinated efforts of other EMS providers within the region to effectively meet the needs of the affected jurisdiction;
  - B. Upon notification of a "disaster" situation, LCEMS may, depending on the jurisdictional needs of Leon County at the time of the request:
    - i. Provide appropriate back-up assistance to GCEMS;
    - ii. Cancel all routine/non-emergency requests for ambulance service during the duration of the "disaster" event;
    - iii. Call in additional personnel, to provide a maximum number of ambulances, in the event that the "disaster" event calls for same;
    - iv. Assist in the provision of regional communications, coordinating between and among agencies in the region.
- IV. LCEMS, in such circumstances where they are providing assistance to GCEMS, will operate under and consistent with existing EMS protocol as established by Leon County in circumstances where LCEMS provides back-up assistance to GCEMS.
- V. LCEMS will be released to return to Leon County when:
- A. The present situation in Gadsden County, which has necessitated the assistance of LCEMS, has been terminated or no longer exists;
  - B. The needs of LCEMS warrant an immediate return to Leon County to provide necessary emergency medical services to the residents of Leon County.
- VI. GCEMS hereby recognizes that LCEMS is a solely independent provider of emergency medical services which will provide such services within the jurisdictional area of Leon County.
- VII. GCEMS hereby recognizes that LCEMS may request its assistance due to:
- A. Equipment malfunction;
  - B. Prolonged response time due to vehicle location;
  - C. Exceptional number of requests for emergency services which temporarily exceeds the capacity of LCEMS;

D. The occurrence of an exceptionally severe accident situation which exceeds the temporary capacity of LCEMS, but does not constitute a "disaster".

VIII. GCEMS further recognizes the potential for a need to assist LCEMS in certain "disaster" situations, which shall include the following:

A. "Disaster" situation is hereby defined as any circumstance in which the need for emergency medical services grossly exceeds the capacity of the existing EMS service provider and requires the coordinated efforts of other EMS providers within the region to effectively meet the needs of the affected jurisdiction;

B. Upon notification of a "disaster" situation, GCEMS may, depending on the jurisdictional needs of Leon County at the time of the request:

- i. Provide appropriate back-up assistance to LCEMS;
- ii. Cancel all routine/non-emergency requests for ambulance service during the duration of the "disaster" event;
- iii. Call in additional personnel, to provide a maximum number of ambulances, in the event that the "disaster" event calls for same;
- iv. Assist in the provision of regional communications, coordinating between and among agencies in the region.

IX. GCEMS, in such circumstances where they are providing assistance to LCEMS, will operate under and consistent with existing EMS protocol as established by Gadsden County in circumstances where GCEMS provides back-up assistance to LCEMS.

X. GCEMS will be released to return to Gadsden County when:

A. The present situation in Leon County, which has necessitated the assistance of GCEMS, has been terminated or no longer exists;

B. The needs of GCEMS warrant an immediate return to Gadsden County to provide necessary emergency medical services to the residents of Gadsden County.

XI. TERM

This Mutual Aid Agreement shall remain in effect until such time as either party provides the other party with thirty (30) days written notification of terminating parties' intent to cancel this Agreement.

XII. AMENDMENT

This Mutual Aid Agreement may only be amended in writing, executed by both parties.

**XIII. NOTIFICATION**

Any written notice required under this Agreement shall be delivered as follows:

To: LCEMS, Attn: Dan Moynihan, Chief  
2290 Miccosukee Road  
Tallahassee, Florida 32308

To: GCEMS, Attn: Chief \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XIV. ASSIGNMENT**

The parties agree not to assign any portion of this Mutual Aid Agreement without the written consent first obtained by the other party and any assignment made contrary to the provisions of this paragraph may be deemed a default of the Mutual Aid Agreement, and at the option of the non-defaulting party, shall not convey any rights to the assignee.

**XV. COMPLIANT WITH APPLICABLE LAW**

In providing services and otherwise carrying out its obligations under this Mutual Aid Agreement, the parties shall comply with all applicable law, including Federal, State and Local laws, Statutes, Ordinances, Rules, and Regulations that are applicable to the provision or performance of emergency medical services.

XVI. Nothing in this Mutual Aid Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Mutual Aid Agreement. Nothing in this Mutual Aid Agreement shall create any right or remedies in any third party, it being solely for the benefit of Gadsden and Leon County.

**XVII. CHOICE OF LAW, VENUE, AND SEVERABILITY**

This Mutual Aid Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Mutual Aid Agreement shall be placed in a Court of competent jurisdiction either in Leon or in Gadsden County, Florida. If any provision of this Mutual Aid Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

**XVIII. INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against any liabilities, damages,

costs and expenses, included but not limited to a reasonable attorney's fee, to the extent the same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers or employees, in the performance of this Mutual Aid Agreement. The liability of each party, as set forth in this paragraph, is intended to be consistent with the limitations of Florida Law, including the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or extend the liability of the party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense to sovereign immunity to which the indemnifying party may be entitled.

In witness whereof, the parties have caused this Mutual Aid Agreement to be executed by their duly authorized representatives effective the day and year set forth above.

GADSDEN COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

ATTEST:  
Clerk of the Court  
Gadsden County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Gadsden County Attorney's Office

By: \_\_\_\_\_  
County Attorney

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney